

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 18 May 2005

Division: Growth Management

Bulk Item: Yes X No

Department: Environmental Resources

Staff Contact: Ralph Gouldy

AGENDA ITEM WORDING:

Approval for a Grant of Conservation Easement for Lots 1, 2 & 3, Block 3 Unrecorded plat of Oceana subdivision, Monroe County Records, Monroe County, Florida, RE# 00085400-000100, 00085440-000100.

ITEM BACKGROUND: None

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: None

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$52.50

BUDGETED: Yes N/A No

COST TO COUNTY: None

SOURCE OF FUNDS: Greg Ganim

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing N/A Risk Management N/A

DIVISION DIRECTOR APPROVAL:


Timothy McGarry, Director of Growth Management

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

Grant of Conservation Easement

THIS AGREEMENT is made this ____ day of _____, 20____ by and between

Greg & Laura Ganim, & Michael A. Liscio

whose address is 449 Barracuda Blvd., Key Largo Florida 33037

County of Monroe State of Florida, (Grantor) and Monroe County, a political subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West, Fl 33040 (Grantee).

The parties recite and declare:

The Grantor is the owner of certain real property commonly known as

639 Dolphin Road, Key Largo Florida 33037

(the servient estate), more particularly described as follows: (Legal description) Lots 1, 2 & 3 Block 3

Unrecorded plat of Oceana subdivision, RE# 00085400-000100 (Lots 1 & 2) and

RE# 00085440-000100 (Lot 3)

The Grantor desires to develop the servient estate as (describe project):

A single family home as shown in permit #02-3-3248

The servient estate contains (describe relevant natural features):

Low Quality High Elevation Tropical Hardwood Hammock

The Grantee is a general purpose political subdivision of the State authorized and required to regulate and control the use of real property through land development regulations in order to protect the public health, safety and welfare. Sec. 9.5-336 of the Grantee's land development regulations requires that

certain areas of the servient estate be retained as open space and preserved in their natural condition if the servient estate is to be developed as a single family home

The parties agree as follows:

1. Grant of easement.

In consideration for a development permit for a single family home and in order to comply with Sec. 9.5-336, Monroe County Code, the Grantor hereby grants to Grantee the easement described below.

2. Character of the easement and governing law.

This easement is a conservation easement under Sec. 704.06, Fla. Stat. and is to be governed by, construed and enforced in accordance with that statute and with the applicable laws of the State of Florida.

3. Location of the easement. (metes and bounds description of the open space area)

a. The conservation easement is located as follows

as shown in Exhibit A attached

b. The location of the easement is also described in the diagram attached to this instrument as Exhibit "A" and, by reference, made a part of as fully and to the same effect as if set forth in this instrument in its entirety.

4. Restraints imposed by the Conservation Easement.

The conservation easement granted by this instrument imposes the following restrictions on the future use of the servient estate within the easement area:

a. No removal, trimming or pruning of trees, shrubs, or other vegetation (except non-native vegetation whose removal is authorized by the Grantee's biologist).

b. No acts that are detrimental to wildlife or wildlife habitat preservation.

c. No excavation, dredging, or removal of loam, peat gravel, soil, rock, or other material substances in such manner as to affect the surface.

d. No activities detrimental to drainage, flood control, water conservation, erosion control and soil conservation.

e. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

f. No planting of non-native plants.

5. Terms and persons bound.

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. Entire Agreement.

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement is not binding upon either party except to the extent incorporated in this Agreement.

7. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing and signed by an authorized representative of each party and by any mortgagee.

8. Attorney's fees.

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party is entitled to recover reasonable attorney's fees and costs.

9. Entry of Grantee's representative on the servient estate.

The Grantee's representative on the servient estate, after first furnishing the Grantor no less than 24 hours notice for the purposes of inspection to determine the Grantor's compliance with this Agreement.

10. Notice.

Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA (Grantee)

By _____

Deputy Clerk

Parvula A. Johnson
Signature of Witness

Parvula A. Johnson
Printed name of witness

Brian Bourne
Signature of witness
BRIAN BOURNE
Printed name of witness

Jeff Ekblom
Signature of witness
JEFF EKBLUM
Printed name of witness

By _____

Mayor/Chairman

Greg Ganim
Grantor

Greg Ganim
Printed name of grantor

Laura Ganim
Grantor
LAURA GANIM
Printed name of Grantor

Michael A. Liscio
Grantor
MICHAEL A. LISCIO
Printed name of Grantor

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, personally appeared GREG GANIM
and MICHAEL A. LISCIO, who are personally known to me, or have produced

LAURA GANIM and _____, respectively
as identification.

Sworn to and subscribed before me this 7th day of April, 2005.

Elizabeth El Koury
Typed Notary Name and Number

Elizabeth El Koury
Notary Signature and Seal



Elizabeth El Koury
My Commission DD165117
Expires December 11, 2006

Ganim GOCEA



DESCRIPTION

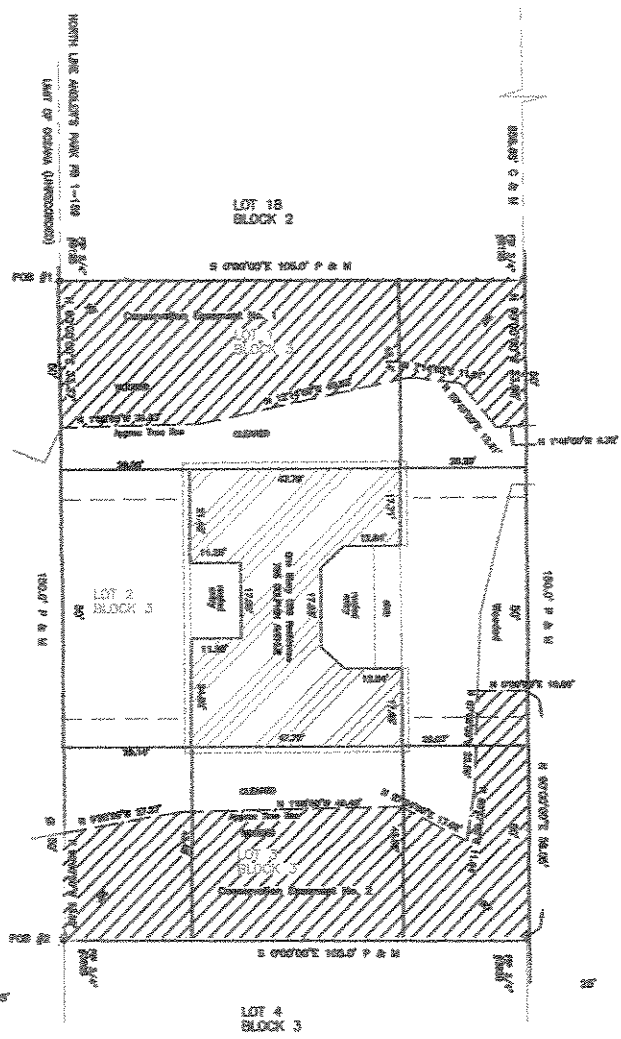
Subject for the following written composition:

新華書店


2012-11

2013

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2014-11-03 11:04
2014-11-03 11:04
2014-11-03 11:04

B.S. Mc PATTEN SURVEYING & MAPPING		Client: Greg Gauthin		Located on Key Largo		Monroe County, Florida	
91790 Overseas Highway / P.O. Box 1151		Drawn by: KB		Fieldbook 283		Scale: 1" = 20' Drawing No. 24548	
Tavernier, Florida, 33070		Section 14		Township 61		South, Range 39 East	
Phone: (305)852-5344 / Fax: (305)852-8084		Compass: C		Inchdays: D/PWG		Revision:	
		Description:					
							
Prepared by: B. McPatten, L.S. 00088 Checked by: B. McPatten, L.S. 00088 © Copyright 2004, B. McPatten & Associates, Inc. All rights reserved.							
This drawing is for information only and is not valid.							

D E S C R I P T I O N

Lots 1, 2 & 3 in Block 3, in the unrecorded Plat of OCEANA as described in those certain instruments recorded in Deed Book G-51, Pages 198-200 of the public records of Monroe County, Florida.

Subject to the following described Conservation Easements:

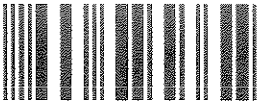
Conservation Easement No. 1

Begin on the northerly right of way line of Dolphin Avenue, at the southwesterly corner of Lot 1, Block 3 of an unrecorded plat of Oceana as described by instruments recorded in Deed Book G-51 at Pages 198-200 of the public records of Monroe County, Florida; from said Point of Beginning, run thence N 90°00'00"E along said right of way line for a distance of 33.71 feet; thence run N 1°08'00"W for a distance of 31.63 feet; thence run N 12°14'00"W for a distance of 48.53 feet; thence run N 7°14'00"E for a distance of 11.61 feet; thence run N 50°43'00"E for a distance of 12.81 feet; thence run N 1°49'00"W for a distance of 6.32 feet to the southerly right of way line of Oceana Avenue; thence run N 90°00'00"W along said right of way line for a distance of 33.98 feet to the northwest corner of said Lot 1, Block 3; thence run S 0°00'00"E along the boundary common to Lot 18, Block 2, and said Lot 1, Block 3 of said unrecorded plat of Oceana, for a distance of 105.0 feet to the Point of Beginning. Containing 3104 square feet, more or less.

Conservation Easement No. 2:

Begin on the northerly right of way line of Dolphin Avenue at the southeasterly corner of Lot 3, Block 3 of an unrecorded plat of Oceana as described by instruments recorded in Deed Book G-51 at Pages 198-200 of the public records of Monroe County, Florida; from said Point of Beginning, thence run N 90°00'00"W along said right of way line for a distance of 23.92 feet; thence run N 9°55'00"W for a distance of 27.27 feet; thence run N 1°08'00"W for a distance of 49.49 feet; thence run N 27°34'00"E for a distance of 17.02 feet; thence run N 80°57'00"W for a distance of 11.94 feet; thence run N 87°58'00"W for a distance of 22.55 feet; thence run N 0°00'00"E for a distance of 10.89 feet to the southerly right of way line of Oceana Avenue; thence run N 90°00'00"E along said right of way line for a distance of 56.05 feet to the northeasterly corner of said Lot 3, Block 3, unrecorded Oceana; thence run S 0°00'00"E along the boundary common to Lots 3 and 4, Block 3, unrecorded Oceana, for a distance of 105.00 feet to the Point of Beginning. Containing 3230 square feet, more or less

Bearings are assumed and are based on a bearing of N 90°00'00"E for the northerly right of way line of Dolphin Avenue



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
(PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING)

PHOTOCOPIES OF
THIS FORM NOT
ACCEPTABLE

DR-219
R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9

1. Parcel Identification Number
(If Parcel ID not available
please call County Property
Appraiser's Office) →

SEE ATTACHED

2. Mark (x) all
that apply

Multi-parcel
transaction? →



Transaction is a split
or cutout from
another parcel? →



Property was improved
with building(s) at time
of sale/transfer? →



3. Grantor (Seller):

GANIM

GREGORY

D

Last

First

MI

Corporate Name (if applicable)

449 BARRACUDA BLVD.

KEY LARGO

FL

33087

Mailing Address

City

State

Zip Code

Phone No.

4. Grantee (Buyer):

MONROE COUNTY

Last

First

MI

Corporate Name (if applicable)

500 WHITEHEAD ST.

KEY WEST

FL

33040

(305) 289-2500

Mailing Address

City

State

Zip Code

Phone No.

5. Date of Sale/Transfer

Month / Day / Year

Sale/Transfer Price

\$ (Round to the nearest dollar.)

Property Located In County Code (County Codes on Reverse)

6. Type of Document

Contract/Agreement for Deed

Other

Warranty Deed

Quit Claim Deed

7. Are any mortgages on the property? If "Yes",
outstanding mortgage balance:

YES / NO

(Round to the nearest dollar.) \$

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer

such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?
Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES / NO

9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:

Conventional

Seller Provided

Agreement or
Contract for Deed

Other

10. Property Type:

Residential

Commercial

Industrial

Agricultural

Institutional/
Miscellaneous

Government

Vacant

Acreage

Timeshare

Mark (x) all
that apply



11. To the best of your knowledge, was personal property
included in the sale/transfer? If "Yes", please state the
amount attributable to the personal property. (Round to the nearest dollar.)

YES / NO

\$ (Cents)

12. Amount of Documentary Stamp Tax

\$

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES / NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent

Ali Via

Date 4/28/05

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

(To be completed by the Clerk of the Circuit Court's Office)

Clerks Date Stamp

O. R. Book
and

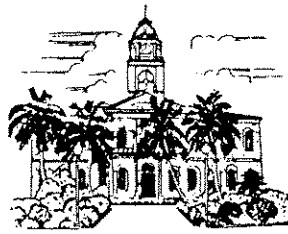
Page Number

and
File Number

Date Recorded

Month / Day / Year

Month / Day / Year



BOARD OF COUNTY COMMISSIONERS

MAYOR, Jack London, District 2
Mayor Pro Tem, A Earl Cheal, District 4
Wilhelmina Harvey, District 1
Shirley Freeman, District 3
Mary Kay Reich, District 5

RE numbers for
GANIM & LISCIO

lots 1+2 Block 3 Unrecorded plat of
Oceana

00085400-000100

lot 3 Block 3 Unrecorded Oceana

00085440-000100

